

03316

## Know All Men by These Presents, that

HYDE SCHOOL, a corporation duly organized and existing under the laws of Maine, and having its principal office at Bath, in the County of Sagadahoc and State of Maine,  
in consideration of One Hundred Forty Thousand and 00/100-----

(\$140,000.00) Dollars  
paid by Canal National Bank, a national banking association organized under the laws of the United States and having its principal place of business at 108 Middle Street, City of Portland, County of Cumberland and State of Maine, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto said Canal National Bank, its successors and assigns forever the following described real estate: A certain lot or parcel of land, with the buildings thereon, situated in Bath, in the County of Sagadahoc and State of Maine, and bounded and described as shown on Plan entitled "Section of the John Hyde Estate, Showing Home for Crippled Children Division, Bath, Maine, March 24, 1947, Approximately 20 Acres, by H. R. Lemont", filed in the Sagadahoc County Registry of Deeds and recorded in Plan Book 5, Page 12, which said Plan is hereby incorporated into and made a part of this instrument by this reference thereto.

EXCEPTING and RESERVING from the foregoing conveyance a certain easement granted to the Central Maine Power Company, by instrument dated January 10, 1949 and recorded in said Registry of Deeds in Book 257, Page 37, to which instrument reference may be had for the complete description of said easement.

FURTHER EXCEPTING and RESERVING from the foregoing conveyance a certain lot or parcel of land, conveyed by Hyde School to Sayre Development Corporation, by deed dated September 23, 1966 and recorded in said Registry of Deeds in Book 362, Page 37, to which deed reference may be had for the complete description of said exception.

For source of title, reference may be made to deed of Pine Tree Society for Crippled Children and Adults to Hyde School, dated June 29, 1966 and recorded in the Sagadahoc County Registry of Deeds in Book 352, Page 115.

The foregoing conveyance is made subject to the terms and conditions of a certain First Mortgage given by Hyde School to Canal National Bank, by Mortgage Deed dated June 29, 1966 and recorded in the Sagadahoc County Registry of Deeds in Book 351, Page 408.

To Have and to Hold the aforementioned and bargained premises, with all the privileges and appurtenances thereof, to the said Canal National Bank, its successors and assigns, to their use and benefit forever. And it, the said HYDE SCHOOL, does

288 Covenant with the said Grantee, its successors and assigns, that if in lawfully seized in fee of the granted premises; that they are free from all encumbrances; that it has ~~28888~~ good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors and assigns <sup>shall</sup> and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons. ←

Prohibited Nevertheless, that if the said Grantee, its successors and assigns, shall pay to the said Grantee, its successors or assigns, the sum of One Hundred Forty Thousand and 00/100----- (\$140,000, 00) Dollars, in accordance with the terms of a certain note of even date herewith or any renewals or extensions thereof and shall repay according to their terms all debts and obligations existing prior to or created simultaneously herewith due the Grantee by the Grantee~~200~~ hereof, and shall repay all future advances made at the option of Grantee, its successors and assigns, to the Grantee~~200~~ hereof in accordance with the terms of said future advances, all of which debts, obligations and advances may be evidenced by notes, credits, open accounts, overdrafts, endorsements, guaranties and any form of indebtedness, direct or indirect, written or oral, up to and not exceeding a total amount outstanding at any one time of One Hundred Forty Thousand and 00/100----- (\$140,000, 00) Dollars, with interest on any such indebtedness as agreed upon, and if not agreed upon as set by Law, and while any such indebtedness is outstanding shall pay all taxes, assessments, and claims for which liens superior to this mortgage may be placed on the granted premises, to whomsoever laid, billed or assessed, and shall keep the buildings and improvements thereon insured against fire and other casualty for the benefit of, and in manner satisfactory to, Grantee, its successors and assigns, and shall repay to said Grantee, its successors and assigns, on demand all sums they may pay for taxes, assessments, superior lien claims, insurance, reasonable repairs, maintenance and improvements upon said premises, whether necessary or not, and all expenses, if any incurred, of foreclosure of this mortgage, together with reasonable counsel fees with interest on said sums as aforesaid, all of which sums to be included under the security of this mortgage, and shall not commit nor suffer any writ or waste of the granted premises, nor commit any breach of any covenants or agreement herein contained, all of which covenants, agreements and conditions herof Grantee, for itself and its successors and assigns hereby agree to perform, then this deed as also all said indebtedness shall be void, otherwise shall remain in full force and effect; Upon breach of any covenant or agreement herein contained or contained in any evidence of indebtedness above described, the Grantee, its successors and assigns, may declare all indebtedness secured by this mortgage due and payable at once regardless of the terms of any such indebtedness not then in default.

Provided, further, that it is an additional covenant of the Grantor<sup>1</sup> herein for breach of which foreclosure may be claimed and for breach of which all indebtedness secured hereby may be declared due and payable at once, that title to the within described mortgaged premises shall not pass from Grantor<sup>1</sup> or from any subsequent title holder(s), either voluntarily or involuntarily. This covenant shall continue until all indebtedness and obligations secured hereby are satisfied, and permission given, or election not to foreclose or accelerate said indebtedness by Grantor, its successors or assigns, as to any one such transfer, shall not constitute a waiver of any rights of Grantee, its successors or assigns, as to any subsequent such transfer of title as to which this covenant shall remain in full force and effect. The term title as used herein shall mean the estate of the Grantor<sup>1</sup> subject to the lien of this mortgage.

Provided, further, that if the Grantee herein is a corporation, the Grantee, its successors and assigns, shall have The Statutory Power of Sale in addition to any other remedies for breach of any covenant, condition or agreement herein contained.

In Witness Whereof, It, the said HYDE SCHOOL, has caused this instrument to be sealed with its corporate seal and signed in its corporate name by I., ROBERT PORTEOUS, its President, thereunto duly authorized, 23rd  
day of August, in the year of our Lord one thousand nine hundred and seventy-two.

**Signed, Sealed and Delivered in presence of**

J. S. [Signature]  
 DISTRICT OF COLUMBIA, SACRAMENTO COUNTY, CA  
 RECEIVED SEP 8 1974  
 HONORABLE JUDGE [Signature]

HYDE SCHOOL.  
By: *L. Robert Fontenot*  
(President)

**State of Maine**  
**County of Sagadahoc**

**August 23 , 1972.**

Personally appeared the above-named, **L. ROBERT PORTEOUS, President of HYDE SCHOOL,** and acknowledged the above instrument to be his free act and deed, in his said capacity, and the free act and deed of said **HYDE SCHOOL.**

Notary Public 3007240-1001-2